

Minutes
Bar Harbor Town Council
January 5, 2010

- I. CALL TO ORDER** – 7:00 p.m. – In attendance were Councilors: Sandy McFarland, Ruth Eveland, Paul Paradis, Peter St. Germain, Jane Disney, Greg Veilleux; and Town Manager Dana Reed.

A. Excused Absence – Mr. Paradis, with second by Ms. Eveland, moved to excuse Councilor Jordan as provided by Town Charter section C-12B(1)(d). Motion passed 6-0.

II. APPROVAL OF MINUTES

A. December 15, 2009 – Councilor Disney noted there was an error in reporting the first motion in item VII. C of that made by Mr. Veilleux and seconded by her. She requested to amend the motion to read: “move to return to 10,000 square feet. Additionally if the proposed use meets good neighbor, design, and environmental performance standards, then the Planning Board, under a newly created authority of a Commercial Planned Unit Development, may allow buildings in excess of the square footage.”

Dr. Disney also noted that under Council Comments the omission of her request for clarification of the timeline for the proposed new Cruise Ship Committee and her offer to volunteer as a member.

Mr. Paradis, with second by Ms. Eveland, moved to approve the minutes of the December 15, 2009 regular meeting as amended by Councilor Disney. Motion passed 6-0.

- III. ADOPTION OF AGENDA** – Mr. Paradis, with second by Ms. Eveland, moved to approve the agenda as presented. Motion passed 6-0.

IV. FINANCIAL STATEMENTS: (Customarily presented at the second meeting each month)

- V. CONSENT AGENDA** – *A single vote has been scheduled to approve the following items of business without discussion, unless individual agenda item action is requested by a Councilor:*

A. Combined Sewer Overflows – *Possible adoption of a motion to approve the consent agreement with the Maine Department of Environmental Protection.*

B. Appointment of Statutory Officers – *Possible motion to confirm the Town Manager’s appointment of the slate of Statutory Officers as presented and to record the slate in the minutes of this meeting.*

All terms to expire December 31, 2010 unless otherwise indicated.

1. Code Enforcement Officer – Angela Chamberlain
2. Alternate Code Enforcement Officer – David Rand

3. Building Inspector - Angela Chamberlain
4. Alternate Building Inspector – David Rand
5. Local Plumbing Inspector – Angela Chamberlain
6. Electrical Inspector - Angela Chamberlain
7. Alternate Electrical Inspector – David Rand
8. Local Health Officer – John Lennon
9. Registrar of Voters expiring January 1, 2011 – Patricia Gray
10. Shellfish Warden expiring March 1, 2011 – Charles Phippen

C. Land Use Ordinance Amendments for June Town Meeting – Possible adoption of a motion to approve the Land Use Ordinance Timeline for June 8, 2010 Annual Town Meeting as submitted.

Mr. Paradis, with second by Ms. Eveland, moved to approve all the items as published on the consent agenda. Motion passed 6-0.

VI. PUBLIC HEARINGS:

- A. Cruise Ship Committee Ordinance – Public hearing on and possible adoption of an enabling ordinance to convert the temporary Cruise Ship Study Task Force to a more permanent advisory organization. – Following public and Council comments; Mr. Paradis, with second by Ms. Eveland, moved to adopt the Cruise Ship Committee Ordinance dated December 2, 2009 as presented. Motion passed 6-0.**

Cruise Ship Committee Ordinance
Town of Bar Harbor

An Enabling Ordinance for a Committee Addressing Cruise Ship Matters.

The Town of Bar Harbor hereby ordains that Chapter 31, Boards, Committees and Commissions, of the Town Code is amended to add the following article:

Chapter 31, BOARDS, COMMITTEES AND COMMISSIONS

ARTICLE VIII, Cruise Ship Committee

§ 31-41. Creation, Mission and Goals.

A. There is hereby created a Cruise Ship Committee, with a mission to advise the Town Council on all matters related to cruise ships visiting Bar Harbor. To further this mission, the Committee shall:

- (1) Conduct a yearly review of the Cruise Season to identify operational issues.
- (2) Conduct a yearly review of Passenger Service Fees, Port Development Fees, and the use and allocation of these funds.
- (3) Maintain and further industry relations and communications.
- (4) Provide a yearly Port Development report to the Town Council and Cruise Industry.
- (5) At the request of the Town Council or on its own initiative, make recommendations to the Town Council regarding cruise ship visitation.

§ 31-42. Membership Composition.

The Committee shall be composed of 9 members, including: 1 member of the Town Council, the Harbor Master, the Planning Director, the Police Chief, 1 representative from the fishing industry, 2 representatives from downtown businesses and 2 residents-at-large.

§ 31-43. Resource Group Composition

The Committee shall contain a resource group composed of 4 members, including: 1 representative from the Bar Harbor Chamber of Commerce, 1 representative from Cruise-Maine, 1 representative from a bus company serving the cruise ship industry, and 1 representative from the taxi tours industry serving cruise ship passengers. Resource group members will have all the rights and privileges of general membership with the exception of voting rights.

§ 31-44. Appointment, Resignation & Term of Office.**A. Terms.**

(1) The terms of the Town Officials (Councilor, Harbor Master, Planning Director and Police Chief) shall continue as long as they hold their respective office.

(2) All non-Town Official members shall serve terms of three years, except that with respect to their initial appointments, 3 members shall be appointed to one-year terms, 3 members shall be appointed to two-year terms and 3 members shall be appointed to three-year terms.

(3) The terms of all members, other than Town officials, shall expire on June 30.

B. Organizational Representatives. Nominations for resource group membership representing the Bar Harbor Chamber of Commerce and CruiseMaine shall be solicited from those respective organizations.

(1) Organizations shall forward the names of their nominees to the Town Clerk who shall refer them to the Town Council for its review and consideration.

(2) The Town Council may appoint a member from either the nominations received or such other individual as the Council feels would adequately represent the interest of that organization.

C. Residency. With the exception of the Harbor Master, Planning Director and Police Chief, voting members shall be residents of the Town. Resource group members need not be residents.

D. Resignations. Members wishing to resign from the Committee shall submit their resignation to the Town Clerk, who shall forward the resignation to the Town Council for acceptance. As a courtesy, the resigning member should also inform staff and the Committee Chair.

E. Attendance. A person shall forfeit their membership on the Committee if they fail to attend 75% of all meetings in any twelve-month period. The Committee may vote to recommend to the Town Council that the attendance provision be waived for cause, in which case no vacancy will then exist until the Town Council rejects the recommendation. The attendance requirement shall not apply to resource group members.

F. Vacancies.

(1) When there is a vacancy among the non-Town Official members of the Committee, the Town Council shall appoint a person to serve for the unexpired term.

- (2) A vacancy shall occur upon the resignation or death of any member or when any member fails to meet the attendance requirement above.
- (3) When a vacancy occurs, the Chair should immediately advise the Town Clerk in writing.

§ 31-45. Organization.

A. Election of Officers. At its first scheduled meeting, the Committee shall organize itself by electing a Chair, Vice-Chair and Secretary. Thereafter, elections shall be held each July for all positions.

B. Duties of the Chair.

- (1) When present, the Chair shall preside at all meetings of the Committee.
- (2) The role of the Chair is to facilitate discussion and seek consensus of the Committee in order to fulfill the Committee mission.
- (3) The Chair shall serve as the primary point of contact for staff for the coordination of follow-up, Committee and Staff assignments, and the assembly of agendas.
- (4) The Chair, or his/her designee, shall present progress reports to the Town Council as requested.

C. Duties of the Vice-Chair.

- (1) In the absence of the Chair, the Vice-Chair shall perform all duties of the Chair.

D. Duties of the Secretary.

- (1) The Secretary shall keep a faithful record of all meetings, including attendance and any action taken, and provide a signed, true copy of the minutes to the Planning Department, which shall forward copies to the Town Council.
- (2) In the absence of the Chair and the Vice Chair, the Secretary shall serve in the capacity of Chair and may appoint a Secretary Pro Tem.

§ 31-46. Organization Representatives.

It shall be the duty of each member representing an organization to serve as its liaison, keep them informed of Committee progress and involve them in decision-making.

§ 31-47. Transparency.

A. Right to Know. Discussion of Committee business by five or more members outside of a properly posted meeting is illegal under the Maine Freedom of Access Act and is forbidden.

B. Public Notice.

- (1) All meetings of the Committee shall be open to the public and notice thereof shall be given as provided below.
- (2) Notice of the meetings of the Committee shall be so given that all members shall have reasonable opportunity to make plans to attend.

C. Agendas.

- (1) Regular meetings shall be conducted utilizing the following order of business:
 - (a) Call to Order
 - (b) Approval of Minutes

- (c) Adoption of Agenda
- (d) Regular Business
- (e) Matters for Next Meeting
- (f) Date/Time/Location for Next Meeting
- (g) Adjournment
- (2) The Chair, in consultation with the Planning Director, shall draft the agenda.
- (3) Copies of the agenda shall be e-mailed to the Committee, Town Clerk, Town Council and the local press at least five business days prior to each meeting.
- (4) The agenda shall be posted in the Municipal Offices at least five days prior to a meeting.
- (5) Items for the agenda shall be submitted to the Planning Director by noon six days prior to the meeting.
- (6) Once the agenda is posted, no items may be added to the agenda, except that by a two-thirds vote of the Committee members present and voting, the Committee may add items where:
 - (a) Significant inconvenience may result if the matter is postponed, or
 - (b) The routine nature of the request is expected to be of little public interest.

§ 31-48. Procedure.

- A. **Robert's Rules.** Officers and members shall conduct all meetings as set forth in the latest edition of *Robert's Rules of Order*, unless otherwise provided by ordinance or in the committee bylaws.
- B. **Quorum.**
 - (1) A quorum of the Committee shall consist of five members.
 - (2) Once a quorum is established, passage of a motion shall require the affirmative vote of a majority of those members present and voting.
- C. **Meeting Schedule.** Meetings shall be conducted quarterly at a minimum, with the schedule of meetings approved by the Committee. The Planning Director shall schedule the first meeting of the Committee at a time convenient for a majority of the members.
- D. **Staff Support.** The Planning Department shall function as the primary professional and administrative support to the Committee.

§ 31-49. Bylaws.

- A. Bylaws may be adopted and amended only by the Town Council.
- B. The Committee may suggest bylaws to the Town Council for its consideration.

[end of ordinance]

- B. Charter Amendment: Reducing Councilors from 7 to 5 – Public hearing on and possible adoption of a motion to sign the Council Order to place the Charter Amendment on the June ballot which would reduce the number of Town Councilors from seven to five. –** Following public comments; Mr. Paradis moved to sign the Council Order to place on the June

ballot the Charter Amendment which would reduce the number of Town Councilors from seven to five. Motion failed due to lack of second.

VII. REGULAR BUSINESS:

A. Conservation Commission:

1. **Solid Waste: Pay by the Bag** – *Report of the Town Manager on past Council action.* – Following the report; Mr. Paradis moved to approve the Conservation Commission's work plan with the exception of removing the Pay-as-you-throw item and direct the Commission to do no more work on this item. Motion failed due to a lack of a second.
2. **Work Plan** – *Review and possible approval of the Conservation Commission's work plan.* – Ms. Eveland, with second by Mr. Veilleux, moved to approve the Conservation Commission's work plan as submitted. Motion passed 6-0.

- B. Campfire Coalition** – *Request of Councilor Jordan that the Town contribute to the Maine Sea Coast Mission Fuel Assistance Fund.* – Following a brief discussion on the current Cooperating Agency Policy, Dr. Disney, with second by Mr. Veilleux, moved to authorize the transfer of \$2,500 from the Contingency Account 1036-5906 to the General Assistance cost center, account 1066-5930, for the Campfire Coalition. Motion failed 1-5 (Nay: Mr. McFarland, Ms. Eveland, Mr. Paradis, Mr. St. Germain, Mr. Veilleux).

C. Affordable Housing: Northeast Creek –

1. *Request of Councilor Paradis for resolution of the Housing Authority executive director's allegation of a conflict of interest.* - Mr. Paradis read the following email from Housing Authority Executive Director Terry Kelly to Council Chair McFarland into the record:

12/23/09

Dear Sandy

I am very concerned about the process the housing authority has been put through regarding the infrastructure bond for Northeast Creek (NEC). As Chair's of the Bar Harbor Town Council I guess this falls in your lap. There is also a third party involved in NEC and that is the Bar Harbor Bank & Trust. They have a five million dollar investment in our relationship and if all hell breaks loose the devil will be in the details.

My concerns....

1. Members on the Warrant Committee with a direct conflict of interest entered into the debate and voted. Mr. Cough's corporation (BCS) sold us part of the land NEC was built on. Mr. Cough and Mr. Vandergrift (Cadillac Builders) had an active bid with the housing authority to build the development. Both members pressed the housing authority in that meeting for information that directly related to that bid. The housing authority objected and a vote of the warrant committee on the conflict of interest was conducted, with the both members present. It was declared there was no a conflict of interest. From that point forward the housing authority was perceived as withholding information. On more than one occasion the housing authority

has been reminded that the vote for the bond was very close which I agree with. Many citizens in Bar Harbor look to the warrant committee's vote on complicated issues that they don't totally understand for direction. This is a direct violation of the Ethics Ordinance.

2. The final document was never drafted as directed by council. Maybe an argument could be made that the housing authority was responsible for this document but, I have never seen a contract involving money, drafted by the receiving party. Was this an oversight? Has this ever happened before? Does the town always use a two step system for bonds, an MOU and a contract or are we being treated differently?

3. Council Member Paradis has a direct conflict of interest. He has entered in debate and voted. Mr. Paradis (Paradis True Value) and the housing authority have a financial relationship. In fact, last year the housing authority paid Paradis True Value more than \$14,000 for goods and services, a portion of which was used at NEC. Councilor Paradis has never declared this conflict of interest. I remember when Councilor Dobbs was producing a video for our senior citizens tenant services program and offered to leave the council chambers so a conflict of interest vote could be taken. Mr. Paradis is in direct violation of the Town of Bar Harbor's Ethic's Ordinance.

4. The town is requiring the bond be tax exempt. I agree it should ... but is it required? Does the town require this of everybody or are we being treated differently? If I was a banker my first call would be to Fair Housing.

The housing authority has absolutely no interest in a long drawn out legal battle with the town over this bond issue but rest assured the bank is not going to roll over and play dead. This shit storm will involve The State Attorney General, Fair Housing, The HUD Inspector General and God knows who else.

The housing authority cannot move forward with a document that doesn't provide for enough market rate homes to cover the note at the bank. Any funds collected over what's needed to cover the note will be returned to the town.

It is my true belief this issue is being fought on two fronts, the MOU and the process. We need to be brave, learn from our mistakes and move forward.

Terry

CC Greg Grant

Mr. Paradis read his response into the record:

In his email, Mr. Kelly states: "Council Member Paradis has a direct conflict of interest. He has entered in debate and voted. Mr. Paradis (Paradis True Value) and the housing authority have a financial relationship. In fact, last year the housing authority paid Paradis True Value more than \$14,000 for goods and services, a portion of which was used at NEC. Councilor Paradis has never declared this conflict of interest. I remember when Councilor Dobbs was producing a video for our senior citizens tenant services program and offered to leave the council chambers so a conflict of interest vote could be taken. Mr. Paradis is in direct violation of the Town of Bar Harbor's Ethic's Ordinance."

I am the President and the majority stockholder of Gerald Paradis, Inc, doing business as Paradis True Value. I do not dispute Mr. Kelly's assertion that Paradis True Value sold the MDI Housing Authority goods and services totaling more than \$14,000 last year. Although I have no method to determine where these goods and services were used, I do not dispute that they may have been used at NEC as Mr. Kelly states. Using Mr. Kelly's estimate of \$14,000, this sales activity represents considerably less than 1% of Paradis True Value's annual sales.

I have not previously disclosed this potential conflict of interest since it is my understanding that this type of business activity does not constitute a conflict of interest. I base this understanding on my September 27, 2007 ethics training, as well as an email dated June 5, 2006 authored by Town Attorney Lee Bragg. This email was in response to questions Town Manager Dana Reed and I discussed when I was first elected. A copy of that email is also attached to this document for your review.

This type of business activity was also extensively discussed during the September 27, 2007 ethics training session in which I attended. The majority of Town Councilors at the time attended this session. Session facilitator Dana Lee expressed an opinion similar that of the above mentioned opinion by Lee Bragg during this discussion.

This potential conflict of interest raised by Mr. Kelly must be resolved prior to any further consideration of the Northeast Creek Workforce. Section 78-12 (C) of the Bar Harbor Ethics ordinance states: *"Once the issue of conflict has been raised relative to an individual member and disclosure has been made as provided above, such individual's fellow members shall review the facts as disclosed to them and shall vote on whether or not such individual has a financial or special interest, or the appearance of a conflict of interest, with respect to the agenda item concerned. All conflict of interest questions relating to a particular agenda item shall be resolved prior to any consideration of the item concerned, and each member present, except the individual member who is alleged to have a conflict of interest, shall vote on all conflict of interest questions."*

Ms. Eveland, with second by Mr. St. Germain, moved to determine that Councilor Paradis has no financial or special interest or the appearance of a conflict of interest. Motion passed 5-0-1 (Recused: Mr. Paradis).

2. *Review and possible adjustment of the Task Force mission to allow exploration of alternate solutions.* - Town Manager Dana Reed read the following email correspondence into the record:

To the Bar Harbor Town Council:

It has been suggested that it would be helpful to have a legal opinion about Council's obligation to transfer the \$1,000,000 to the housing authority. You will find below the opinion of Town Attorney Lee Bragg.

In brief, Lee has said, "Not as the matter currently stands."

Dana

From: Lee Bragg [mailto:lbragg@bernsteinshur.com]
Sent: Tuesday, January 05, 2010 2:58 PM
To: manager@barharbormaine.gov
Subject: RE: NE Ck Contract?

Dana,

I understand that the fundamental issue, for the purpose of today's Council discussion, is whether the Council is under a binding legal obligation to make payment to the BHHA of the \$1,000,000 that was authorized by town meeting vote for the Northeast Creek housing project. The condensed answer is: Not as the matter currently stands. I do not believe that BHHA will become legally entitled to payment until, at a minimum, a more formal agreement is negotiated as contemplated by the MOU. I offer the following thoughts in this regard:

1. The language of the town meeting vote approves the project, appropriates the money and authorizes the issuance of bonds. It does not, however, compel the Council to proceed with the expenditure under all circumstances. The Council has the discretion to manage the expenditure in accordance with its understanding of the intent of the voters and in accordance with its legally binding obligations, if any, under the Memorandum of Understanding.
2. It is fair to conclude that the intent of the voters, although not specifically recited in the text of the article, is to support a project that will provide affordable housing pursuant to the terms of the MOU.
3. The legal status of the MOU thus becomes critical to the analysis. There is a reasonable argument that the MOU is nothing more than a non-binding letter of intent, especially in light of the provision that states that the **"signatures of the two boards' respective chief executive officers indicate that the foregoing agreement reflects the CEOs' understanding of the terms to be included in a more formal agreement..."** In other words, Council approval of the MOU authorized its execution for the sole purpose of memorializing the basic terms that the parties intended to include, through further negotiations, in a formal agreement.
4. The subsequent conduct of the parties, however, results in some erosion of this argument. Both parties took action in furtherance of the project following execution of the MOU: The Council submitted the article to a town meeting vote and the BHHA undertook construction. A court might conclude that this combination of actions was sufficient to create a binding arrangement, even though the town meeting approval simply delegated authority to the Council and did not specifically ratify the MOU. I think it is more likely, however, that a court would interpret the MOU as only creating an obligation to conduct good faith negotiations in an effort to reach a final and binding agreement.
5. The Council has now been notified of what might be called an anticipatory breach of the MOU. A stated desire or intent to violate a contractual term does not, by itself, constitute an actionable breach. I note, however, that the MOU does not contain a date by which the money must be provided, and, further, that item 11 of the MOU requires the BHHA to repay any funds granted by the Town if the BHHA violates any of the provisions of the MOU. It would be reasonable for the Council to withhold the money until it can be assured of compliance by the BHHA of all of the original terms.
6. It would also be reasonable for the Council to withhold the money pending the negotiation of the "more formal agreement" that was originally contemplated. The fact that this step did not occur prior to the town meeting does not mean that it disappears as an appropriate, or even mandatory, step in the process. This approach might have one of the following outcomes:
 - a. An agreement might be reached that is consistent with the Council's understanding of the intent of the voters, and is entirely within the parameters of the MOU, in which case the money could be paid;
 - b. An agreement might be reached that differs from the original proposal, in which case the Council would need to consider whether further town meeting action is necessary or appropriate; or
 - c. There might be a failure to reach an agreement that is consistent with the terms of the MOU, in which case the Council could continue to withhold the money.

I hope these thoughts are helpful. I will be reachable on my cell phone (557-12120) during the meeting.

Lee

-----Original Message-----

From: Dana Reed [mailto:manager@barharbormaine.gov]

Sent: Saturday, January 02, 2010 4:33 PM
To: Lee Bragg
Cc: rjordan@gwi.net; smcfarland@barharbormaine.gov; peterstgermain@yahoo.com; Amanda A. Meader
Subject: NE Ck Contract?

Hi Lee,

I don't believe I have filled you in lately about the status of the Northeast Creek workforce housing project, but we need a legal opinion on whether the Town is obligated to pay the Bar Harbor Housing Authority the \$1,000,000 promised in our Memorandum of Understanding.

You may recall that in 2007 the Town executed an MOU (attached) with the BHHA promising we would grant the housing authority \$1,000,000 to spend on infrastructure to serve a 31 unit workforce housing project. The BHHA has spent the money as agreed, but they have sold at least one housing unit at market, rather than to a family making less than the agreed \$65,000, and they have asked Council to change the terms of the MOU to increase the income levels to about \$87,000/year, effectively granting most MDI residents eligibility to purchase "affordable" units at Northeast Creek.

Other background of which you should be aware is that Bar Harbor voters approved a bond in June 2007 to borrow the \$1,000,000. I have attached what I believe to be the language of the warrant article, although I'm working from home today, so I'll have to confirm that once I weather the storm to get into the office. In the lead-up to town meeting, the terms of the MOU were used in our publicity and provided to the Warrant Committee, which offered no recommendation due to a tied vote.

For what it's worth, I feel I should mention that the BHHA has pointed out that the "more formal agreement" contemplated in the MOU was never developed or signed.

The BHHA has much at stake in these negotiations. They borrowed about \$5,000,000 from a local bank to pay for the construction, which is effectively complete, but have been able to sell only about 13 of the 31 homes in the development. Interest costs are accruing at the rate of \$18,000 per month and their loan comes due on August 31, 2010. I'm sure they are under a lot of pressure, which is probably why their executive director has made some thinly veiled threats about lawsuits, the attorney general, etc.

On Tuesday night, Council will be discussing this project, and it has been suggested that it would be helpful to have at least a preliminary opinion about our obligation to pay the \$1,000,000 grant to the housing authority.

I know this is the third time in the last week that I've asked you for a "rush job", but I need to ask you again. Thank you for whatever priority you can give to this request.

Best regards,
Dana

Following a brief discussion, there was no action taken.

Mr. Paradis, with second by Ms. Eveland, moved to take a five minute break at 8:58 p.m. Motion passed 6-0. The meeting reconvened at 9:06 p.m.

D. Comprehensive Plan: Town Hill Mini-Plan Amendment –

- 1. Planning & Development Director's report of Planning Board comments and discussion of the neighborhood meeting. – Following the*

Planning & Development Director's report, members of the audience including Planning Board member Kay Stevens Rosa; requested the Council to reconsider the building square footage. In addition, others requested to hold off any action for June town meeting, and to form a Town Hill residents' task force to review the Plan as they felt it had changed drastically from a year ago.

2. *Review and possible approval of draft amendment language.* - Following discussion of reconsideration; Mr. Veilleux, with second by Dr. Disney, moved to reconsider the action taken on item VII(C) of the December 15, 2009 meeting: the motion "to develop standards for buildings over 15,000 square feet of footprint to include increased setback, screening, monument signage, arts and recreation provisions, and meeting LEED standards". Motion passed 5-1 (Nay: Mr. Paradis). With a brief discussion, the reconsidered motion remained unchanged by a vote of 4-2 (Nay: Dr. Disney, Mr. Veilleux).

Further discussion ensued; Mr. Paradis moved to approve the draft amendment language as presented with the exception of amending the first paragraph under Space and Bulk Standards on page 2 of 10 to read: "The Town Hill Village zone will allow buildings of up to 15,000 square feet in footprint. Additionally, if the proposed use meets good neighbor design and environmental performance standards, then the Planning Board, under a newly created authority of Commercial Planned Unit Development, will allow buildings in excess of this square footage." Motion died due to a lack of second.

Mr. Paradis, with second by Ms. Eveland, moved to approve the draft amendment language as presented. Motion passed 4-2 (Nay: Mr. Veilleux, Dr. Disney).

- E. **Code Enforcement: Criterion** – *Report by the Town Manager on the status of the consent agreement to settle outstanding violations.* – Following a status update; Mr. Paradis, with second by Mr. St. Germain, moved to not accept the \$2,000 settlement offer at this time. Motion passed 5-1 (Nay: Dr. Disney).
- F. **Committee Consultation Schedule** – *Request of the Town Manager for clarification of the Appeals Board consultation schedule.* – Mr. Paradis, with second by Ms. Eveland, moved to schedule the Appeals Board consultation to a yearly basis with the next meeting scheduled no later than May 4, 2010. Motion passed 6-0.
- G. **Economic Development Task Force** – *Request of the EDTF for alteration of the membership provisions of their bylaws.* – Mr. Paradis, with second by Ms. Eveland, moved to amend the Bylaws of the Economic Development Task Force, item VI(d) to read "one at-large resident business owner" and item VI(g) to read "one resident business owner from Hulls Cove, Salisbury Cove, or Town Hill". Motion passed 6-0.

- H. FY10 Budget Transfer** – *Request of the Town Manager for a transfer of funds to permit Town representation at the Miami Cruise Shipping Convention.* – Mr. Paradis, with second by Ms. Eveland, moved to authorize the transfer of \$1,500 from Economic Development account 1035-5356 to the Economic Development, Rooms, Meals & Miles account 1035-5846 to permit Town representation at the Miami Cruise Shipping Convention. Motion passed 6-0.
- I. Treasurer's Warrant** – *Request of Treasurer to authorize paid bills.* – Mr. Paradis, with second by Mr. Veilleux, moved to sign the Warrant for paid bills. Motion passed 6-0.

VIII. COUNCIL COMMENTS AND SUGGESTIONS FOR NEXT AGENDA

Mr. Veilleux gave kudos to the Public Works Department for their excellent job in snow removal and keeping us moving during these past few days of storms.

IX. MATTERS FOR POSSIBLE EXECUTIVE SESSION:

- A. Land Acquisition** – *Consideration of the acquisition or disposal of real property or rights therein. (To be held in executive session as permitted by 1 MRSA 405.6.C, since premature disclosure of this information would prejudice the competitive or bargaining position of the Town.)* – Mr. Paradis, with second by Ms. Eveland, moved to go into executive session at 10:22 p.m. as permitted by 1 MRSA 405.6.C, for consideration of the acquisition or disposal of real property or rights therein, since premature disclosure of this information would prejudice the competitive or bargaining position of the Town. Motion passed 6-0. Council entered into executive session at 10:30 p.m. Council came out of executive session at 10:33 p.m. Mr. Paradis, with second by Ms. Eveland, moved to approve the lease agreements with New Cingular and The Jackson Laboratory and authorize the Town Manager to sign both agreements. Motion passed 6-0.
- B. Economic Development** – *Consideration of economic development. (To be held in executive session as permitted by 1 MRSA 405.6.C, since premature disclosure of this information could prejudice the competitive or bargaining position of the Town.)* – Mr. Paradis, with second by Ms. Eveland, moved to go into executive session at 10:34 p.m. as permitted by 1 MRSA 405.6.C, since premature disclosure of this information could prejudice the competitive or bargaining position of the Town. Motion passed 6-0.

Council came out of executive session at 10:46 p.m.

Mr. Paradis, with second by Ms. Eveland, moved to go into executive session at 10:46 p.m. as permitted by 1 MRSA 405.6.C, since premature disclosure of this information could prejudice the competitive or bargaining position of the Town. Motion passed 6-0. Council came out of executive session at 10:56 p.m.

- C. Town Manager's Performance Evaluation** – *(To be held in executive session as permitted by 1 MRSA 405.6.A for discussion or consideration of a personnel matter.)* – Mr. Paradis, with second by Ms. Eveland, moved to

go into executive session at 10:57 p.m. as permitted by 1 MRSA 405.6.A for discussion or consideration of a personnel matter. Motion passed 6-0.
Council came out of executive session at 11:03 p.m.

- X. ADJOURNMENT** – Mr. Paradis, with second by Ms. Eveland, moved to adjourn at 11:04 p.m. Motion passed 6-0.

Paul Paradis, Secretary